

EXHIBIT “B”

Date September 9, 2021

Mr. James Buckley
Scungio Borst & Associates
2 Riverside Drive, Suite 500
Camden, NJ 08103

RE: Interim Agreement –
PLCB Warehouse Improvements – Phase 1
11601 Roosevelt Blvd.
Philadelphia, PA 19154

Dear Scungio Borst & Associates:

This letter is intended to serve as an interim agreement between KLS Logistics Inc. ("Owner"), and Scungio Borst & Associates ("Contractor"), with respect to the construction of PLCB – Warehouse Improvements – Phase 1 (the "Project").

Owner and Contractor are presently negotiating the terms and conditions of a definitive contract with respect to the Project and have agreed that Contractor will commence work prior to the execution and delivery of said contract. Accordingly, Owner does hereby authorize Contractor to commence work on or before September 13, 2021 ("Date"), subject to the following terms and conditions:

1. The work to be performed pursuant to this interim agreement shall comply with plans, specifications and other contract documents for the Project approved by Owner (collectively, the "Work"). The Work shall be performed pursuant to such schedule as shall be approved by Owner, in a good and workmanlike manner and in accordance with all governmental requirements.
2. Prior to the commencement of the Work, Contractor shall furnish Owner with certificates of insurance evidencing that Contractor maintains comprehensive general liability insurance, with such endorsements and/or coverage as shall be reasonably required by Owner, naming Owner and Agent as additional insureds.
3. Provided that the work, or portions thereof, for which payment is sought shall have been performed in accordance with the requirements of this Agreement, until a definitive contract is concluded, Owner shall reimburse Contractor for its actual costs, utilizing a budget that shall be previously approved in writing, for Contractor's insurance costs, permit costs, fee, labor, materials, equipment and services required in prosecuting the Work, within 30 calendar days after submission by Contractor to the Owner and Agent of a written invoice, subject to such reasonable delays as may be required by Owner. Invoices will be submitted twice per month and shall cover the Work completed during the period immediately preceding its submission until a final work Agreement is in place. By issuing this letter, Owner certifies to Contractor that all funding for this project is in place and has been internally approved by Owner and Agent. Notwithstanding the foregoing, Owner authorizes Contractor only to perform Work up to \$160,499, and Owner's liability under this letter will not exceed that amount.

Gregory J. Borst 9/13/21

4. As a condition to receiving payment, Contractor shall provide a suitable Waiver of Mechanics Liens from itself and all Subcontractors requesting payment as part of the Contractor's Application for Payment. The Waivers shall be for the amount of payments requested as of the current request for payment. Waivers will be provided for the prior billing period as long as Owner has issued payment in accordance with this letter. No waivers will be provided by Contractor for first payment application.
5. Contractor shall indemnify, defend, and hold Owner and Agent and their respective principals, agents, and employees, harmless from and against any and all loss, cost, damage or liability (including reasonable attorneys' fees), whether involving loss of life, personal injury or property damage, that may be caused by any act or omission of Contractor or any subcontractor or supplier.
6. Owner shall have the right, at any time and for any reason, upon 24 hours notice, (a) to require Contractor to cease work under this interim agreement for a temporary period or (b) to terminate this interim agreement, and in either such event, Contractor shall be paid in accordance with Paragraph 4 above for actual costs incurred through the date of cessation of work or termination of this interim agreement. Upon notice to re-start the work after a stoppage, Owner understands that Contractor and subcontractors will have additional costs for remobilization. By execution of this letter, Owner agrees to pay for all reasonable remobilization costs.
7. Contractor shall have the right, upon 24 hours' notice, to cease work due to non-payment of requests for payment within 15-days after the date established in Paragraph 3. Contractor will resume work once payment is provided, and be due reasonable time and fees from charges stemming from the stoppage of work.

Please have the enclosed copy of this letter executed by the Contractor in order to evidence its agreement to the terms and conditions hereof.

Very truly yours,

KLS Logistics Inc. ("Owner")

By: 

Name: Greg Roberts

Title: Director

Approved and agreed to this 13th day of September, 2020:

X

BY: _____
PRINCIPAL

ATTEST _____
WITNESS